was issued and continued so until destroyed by fire, six months later. The plaintiff contended that knowledge of the vacancy by the defendant at the time the policy was issued constituted a waiver of the express condition. *Held,* that the policy *became* void when the building remained vacant more than ten days before the fire. *May v. Globe & Rutgers Fire Ins. Co.* (1919, Ga. Ct. App.) 99 S. E. 631.

The precise question involved here had not been previously answered in Georgia, but the court did not discuss the grounds of its decision. It was apparently held that the express condition was waived at the time of the formation of the contract but no intimation is made as to when the waiver ceased to operate and the ten days began to run. The same court has held that violation of the "vacancy clause" merely suspends the policy during the period of unoccupancy. *Athens Mutual Insurance Co. v. Toney* (1907) 1 Ga. App. 492, 57 S. E. 1013. This latter question is commented upon in (1917) 26 YALE LAW JOURNAL, 320; and (1914) 23 *ibid.*, 459.

PERSONS—MARRIAGE—UNDIVORCED LIVING WIFE—REMOVAL OF IMPEDIMENT—PRESUMPTION.—In a proceeding to partition lands, it became necessary to determine whether the defendant was the widow of the intestate. It appeared that the intestate went through the proper ceremonial form of marriage with the defendant in 1901, although he then had a living undivorced wife. The latter died in 1913 and the intestate continued cohabiting with the defendant until his death in 1916. The court inferred that both defendant and intestate knew of the living undivorced wife at the time of their attempted marriage. *Held,* that the relation, having been illegal in its inception, must be presumed to have continued so after the death of the legal wife. *Thompson v. Clay* (1919, Miss.) 82 So. 1.

Cohabitation which is apparently matrimonial raises a strong presumption of a legal marriage. *Reynolds v. Adams* (1919, Va.) 99 S. E. 695. In reasoning that a change from an illegal to a legal relationship requires more than mere continuance of living together after the removal of the impediment to the marriage, the court is supported by much authority, although the decisions are not in entire accord. For the citation of cases and reasoning which is followed *in toto* by the instant case, see COMMENTS (1916) 26 YALE LAW JOURNAL, 145; but see (1918) 27 *ibid.*, 702.

REAL PROPERTY—OPTIONS—RIGHT OF PREËMPTION—RULE AGAINST PERPETUITIES—In buying a wharf from B, A covenanted for himself and his heirs, with B his heirs and assigns, that if ever he should sell certain oyster grounds, he would at the option of B reconvey the wharf to B for a certain sum. On the devisee of A leasing the wharf to defendant for a term of 99 years, the assignee of B brought suit to have the lease declared void and to have the option enforced. *Held,* that the covenant was void as violating the rule against perpetuities. *Lewis Oyster Co. v. West* (1919, Conn.) 107 Atl. 138. See COMMENT, *supra,* p. 87.

TRUSTS—MERGER—BUSINESS TRUST ASSOCIATION.—The sole trustee of a real estate trust, the equitable interest of which was represented by transferable shares, acquired by indorsement all of the outstanding shares. Thereafter, the real estate standing in his name as trustee was attached by his personal creditor. *Held,* that by virtue of the union of the entire legal and equitable

interests in a single ownership the equitable interest was merged in the legal and the trust was thereby extinguished. *Cunningham v. Bright* (1917) 228 Mass. 385, 117 N. E. 909. See COMMENT, *supra*, p. 97.

WILLS—CONTESTABLE INTERESTS—EXPECTANCIES.—After being assigned all the "right, title, and interest" of the only heir of the testator, the plaintiff brought an action to contest the probate of the will. *Held*, that the plaintiff has not acquired such an interest as will give him the power to contest the will. *In re Vanden Bosch's Estate* (1919, Mich.) 173 N. W. 332.

Under the early common law it was well settled that a mere expectancy was not an assignable interest. *Skipper v. Stokes* (1868) 42 Ala. 255. The reason for this rule was that a conveyance presupposes a right in being. *Bayler v. Commonwealth* (1861) 40 Pa. St. 37. However equity treated all assignments of future interests as contracts to assign in the future, and when made in good faith enforced them. *Bridge v. Kedon* (1912) 163 Calif. 493, 126 Pac. 149. In the absence of fraud there is no reason why courts of law should not treat the liability of inheritance as an assignable interest and the assignee as a person in interest. The weight of authority seems to be with the principal case however. *Ransome v. Bearden* (1878) 50 Tex. 119.

WILLS—UNDUE INFLUENCE—BURDEN OF PROOF—CONFIDENTIAL RELATIONSHIP.—The testator's daughter contested the validity of his will, claiming undue influence by a legatee, a niece. Opportunity for the exercise of undue influence was proven but no evidence was offered from which it could be inferred that the legatee exercised a dominating influence over the testator. The trial judge directed a verdict for the proponent and the contestant appealed, contending that the proponent had the burden of disproving undue influence. *Held*, that the directed verdict was proper. *Downey v. Guilfoile* (1919, Conn.) 107 Atl. 562.

The rule which makes proof of undue influence by a direct mode of inference unnecessary does not relieve the contestant of a burden to establish by an indirect mode of inference a foundation of facts which convincingly lead to the conclusion of undue influence. This foundation is established when it has been shown that a stranger-beneficiary has occupied the relation of religious adviser, guardian, attorney, or physician toward the testator. In such cases, the rule of procedure places the burden, often erroneously termed "duty," upon the legatee of proving absence of undue influence. *Gager v. Mathewson* (1919, Conn.) 107 Atl. 1. For an exposition of the probative value of such a presumption when established and a comparison with the similar presumption as to sanity, see COMMENTS (1917) 26 YALE LAW JOURNAL, 777.